92-299

Supreme Court, U.S.
FILED
FEB 1 1992
OFFICE OF THE CLERK

No.

IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1991

JOSEPH A. GOTZL,
Petitioner,

-VS-

DIANE L. CANTRELL (GOTZL),
Respondent.

PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

JOSEPH A. GOTZL
16528 NORTH FLORIDA AVENUE
LUTZ, FLORIDA 33549
TELEPHONE: (813) 949-4982

PRO SE PLAINTIFF

QUESTIONS PRESENTED FOR REVIEW

1. I Gotzl hired Attorney Nicholis P. Sardelis for a Jury Trial in May 1988 in the presence of Dr. Weil S. King. Sardelis asked me to sign this paper on December 27, 1988, which was covered over by him and another party later proven to be William M. Park, (my daughter's attorney) for a jury trial. On January 12, 1989, this jury trial signature turned out to be a stipulation of settlement, which was not signed or dated. Does the court condone this type of practice without Gotzl's knowledge of what was taking place? 2. Does the court accept affidavits of Dr. Weil S. King stating that Stipulation of Settlement was never read to Gotzl or him. Does the court condone this type of practice? What was read to Dr. King and myself in May and in December 22, 1988 in Sardelis' office was the COMPLAINT TO IMPRESS A CONSTRUCTIVE TRUST AND COMPLAINT FOR INJUNCTIVE RELIEF for a jury trial. This reading for a jury trial is to be signed on December 27, 1988 in Hillsborough County Courthouse. No

oath, no I.D. was asked, and no notary present. I left the courthouse with the understanding that I had a jury trial. Does the court condone this type of practice? 3. Stipulation of Settlement in which was the doing of Attorneys Sardelis and William M. Park for their financial gain from my daughter's assets which belonged to me, Gotzl, and not for Gotzl's justice through a jury trial. Does the court condone this type of practice? 4. Dr. King's affadivit stated what was read to him and Gotzl on May and also December 22, 1988 that was for a jury trial. Does the court accept Dr. King's affadivit stated that Gotzl was looking for a jury trial? This case implied that the bruden of proof is on the attorney to demonstrate the fact that he had"clear and unequivoccal authority to settle this claim. Dr. King's affadivit stated that Gotzl was looking forward for a jury trial.

5. My late wife's 2 letters and Dr. Bauer's affadivit stated the facts that what's in her name, Gladys B. Gotzl and Diane L. Gotzl, all assets and property belong to my husband, Joseph A. Gotzl. This is enough evidence to revert my property and assets back to me. Since my daughter did not show up to answer the subpoena and the charges, which

I accuse her under the 6th Amendment, for the court procedure on October 2, 1990, the judgement against Joseph A. Gotzl should be reversed due to fraudelant and conspiracy act by Attorney Sardelis and William S. Park and a jury trial should be re-established which was ordered from the beginning of this case.This is a legal procedure. Does the court condone this type of practice by those involved? 6. Does the court condone the circumvant of the law by the attorneys and the court for their financial gain and not for Gotzl's jury justice? 7. Does the court accept Nicholas Sardelis linking up with my daughter's attorney, William A. Park, to form a conspiracy and fraud by preventing Gotzl from getting a jury trial? I hired Attorney Nicholas Sardelis and trusted him for a jury trial and not to wipe out his own client for his own benefit. Does the court condone this type of practice? 8. I would not need an attorney and pay him $1750.00 to give away my property and assets when I can accomplish this myself. I trusted Nicholis Sardelis for a jury trial. If you can't trust your attorney, who can you trust? Does the court condone this type of practice? Gotzl was unable to get Diane Cantrell (daughter) into court in which she was hid out by her Attorney, William M. Park.

9. I subpoena William M. Park into court February 1, 1990 for my daughter's address and phone number so that I could subpoena her into court. Judge J.C. Cheatwood denied Gotzl's request to get his daughter's address in the presence of Andrew Mahalow. Does the court condone this type of practice by Judge J.C. Cheatwood which prevented this case to go to trial? 10. Judge Cheatwood said "Go find your daughter and I'll hear this case". Is this legal court procedures? 11. On March 16, 1990, Diane L. Cantrell at 1414 S. Kuhl Ave., Orlando, Florida was subpoenaed.This subpoena was interfered by her Attorney, William Park or Amelia Park. This subpoena was signed by Sheriff J. Jenning of Orange County, Orlando, Florida. Was this a legal procedure? 12. On September 28, 1990, Diane L. Cantrell was subpoena to appear before J.C. Cheatwood on October 2, 1990 and did not show up. This subpoena was clocked in on September 28, 1990 at 2:08 p.m. Judge Cheatwood claims that he did not get the subpoena which was in

the same courthouse building and made no attempt to find outand neither did Mr. Park in front of my witness Andrew Malahow. Mr. Park and I subpoenaed him into court on February 1, 1990 for my daughter's address and location. Judge A. Cheatwood denied me from getting her address and location from Mr. Park. Does the court condone this type of practice? Mr. Park and Amelia Park was subpoenaed on October 2, 1990 to bring my daughter with him for this hearing. Only Mr. Parks showed up. I was judged against her attorney, William M. Park, who had no case against me. This case is against my daughter and not Mr. Park. No oath or notary was present and Diane L. Cantrell was not present at the hearing. This is a Kangaroo court proceedure and a violation of the Bill of Rights. The judge will not accept my late wife's 2 letters, Dr. John Bauer's affadavit and Dr. King's affadavit and Rule 1.540 (b), Florida Rules of Civil Procedure, based on the unauthorized settlement by Sardelis or fraud on the court resulting from the conduct of Sardelis. A second indicated basis for relief from judgement under Rule 1.540 (3) is conduct by Sardelis during negotiations of the settlement agreement which amounts to connivance at the expense of his own client

something Gotzl alleges in his letter of January 23, 1989. Such conduct has been held to constute fraud on the court and would clearly support a Rule 1.540 (3) motion. Does the court condone this type of practice?

13. I had an appointment with Attorney Gregory F. Boyer, Tampa, Florida, with me was witness Andres Mahalow, in which he stated to us "J.C. Cheatwood would not accept any information from any citizen unless their attorney is present even when the citizen is right. This procedure should be stopped which is an Constitutional Violation in which a citizen has the right to defend himself even if he is unable to secure council. Is this a legal court procedure?

14. All I wanted is my right to a jury trial (VII) to bring my daughter, Diane, whom I accuse under Amendment VI for my property and assets. I was denied these facts through a lie from my attorney, Sardelis, to sign for a jury trial and later proven to be a stipulation of settlement which I had no knowledge of. Is this a conspiracy to defraud Gotzl of a jury trial? I demand a jury trial.

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LIST OF ALL PARTIES

I certify that the following comprise all interested person known to

Petitioner:

Joseph A. Gotzl - Petitioner

16528 N. Florida Avenue

Lutz, Florida 33549

Phone (913) 949-4982

Respondent:

Diane L. Cantrell (Gotzl's Daughter)
4524 Curry Ford Road - Box 246
Orlando, Florida 32812

Attorney:

Nicholas P. Sardelis
1868 Ringling Blvd., Suite B
Sarasota, Florida 34326 Phone (813) 952-1661

Attorney:

William M. Park
11311 N. Armenia Ave.
Tampa, Florida 33602 Phone (813) 932-7873

Judge:

Judge J.C. Cheatwood Circuit Court
Hillsborough County Coursthouse - 30
Tampa, Florida 33602 Phone (813) 272-6995

Table of Authorities

Constitution of the United States

Seventh Amendment

Every citizen of the United States is entitled to a jury trial when requested and if unable to get counsel, should be able to defend himself.

Sixth Amendment

To bring my daughter, Diane Cantrell, before the court whom I accuse for my property and assets, which is my life savings through a family trust agreement and belong to me that was entrusted to her by my wife.

Statues

476 So. 2 d 797-98. This case implies the burden of proof is on the attorney (Sardelis) to demonstrate the facts that he had "Clear and Unequivocal" authority to settle this claim.

Several cases decided under the analoguous federal rule, Fed. R. Civ. P. 0 (b), provide additional support for such a claim. In Bradford Exchange v. Trein's Exchange 600 F. 2 d 99 (7th Cir. 1979. The court reversed the lower court's decision. AlsoSmith v. Widmen

Trucking & Excavating, Inc, 627 F. 2 d 792 (7th Cir, L980). See page 22 and 23 of original file. Kansas City Laborers Pension Fund v. Paramount Industries, Inc, 829 F.2d 644 (8th Cir. 1987) (error for trial court not to conduct hearing on issue of whether party's attorney had authority to consent to settlement.

Rule 1.540 (b), Florida Rules of Civil Procedures, based on the unauthorized settlement by Sardelis or fraud on the court resulting from the conduct of Sardelis.

Rule 1.540 (3) is conduct by Sardelis during negotiations settlement agreement which amounts to connivance at the expense of his own client, something Gotzl alleges in his letter of January 23, 1989. Such conduct has been held a constitutional fraud on the court and would support Rule 1.540 (3).

172 So. 2d at 474. States facts that the Stipulation in the file is not signed or dated; the statements and correspondence indicates that Dr. Gotzl, not his attorney, executed the

agreement. Of course, Dr. Gotzl indicates that what he signed was not read or explained to him and Dr. King in his office in May and December 22, 1988 by Sardelis, but this "wrinkle" complicates Sardelis' position somewhat for purposes of the "unauthorized settlement" rule. 172 So. 2d at 474. I believe you can see some of the problems inherent in applying this rule. Although the Stipulation in the file is not signed or dated, the statements and correspondence indicate that Dr. Gotzl, not his attorney, executed the agreement. Of course, Gotzl indicates that what he signed was not what was read or explained to him and Dr. King in his office, on December 22, 1988, by Sardelis. But this "wrinkle" complicates Sardelis' position somewhat for purposes of the "unauthorized settlement" rule. Dr. Weil S. King's affidavit in the file makes the same statement of unauthorized settlement.

See Dr. King's affadivit

STATEMENT OF JURISDICTION

This Petition for a Writ of Certionrari is ought from a final order of the United States Court of Appeals. Eleventh Circuit, issued November 18, 1991, and is hereon filed within the required ninety (90) day. Filed January 31, 1992.

Paid $300.00 towards court fees on January 31, 1992.

STATEMENT OF THE CASE AND ARGUMENT

I hired Attorney Nicholas Sardelis with a complete understanding for a jury trial in the presence of Dr. Weil S. King, who was with me in all conversation since the beginning of this case. Mr. Sardelis asked for a retainer fee for $1500.00 which I paid to him on May 14, 1988, and also on 9/9/88, $250.00, total $1,750.00 towards a jury trial. Total Fee, $4,000.00. My wife's two letters stating that all assets and properties in her name belong to Joseph A. Gotzl*. COMPLAINT TO IMPRESS A CONSTRUCTIVE TRUST AND COMPLAINT FOR INJUNCTIVE RELIEF FOR JURY TRIAL. Signed by Sardelis on May 31, 1988 and was presented to the courts. Judge J.C. Cheatwood violated his constitutional oath of his office by judging this case against my daughter's attorney who had no case against me. My daughter, that was subpoenaed, did not show up for this hearing. This case should have been reversed under due process of law under the Constitution Amendment VI, in

*(See Sardelis letter and Mrs. Gotzl's letters)

which I, Gotzl, accuse my daughter to answer questions and charges did not show up. Attorney Nicholas Sardelis was never given the right to change from the original agreement of a jury trial to a stipulation of settlement. Attorney William S. Park interfered with a subpoena being served to my daughter through the Sheriff's Department, Orange County, Forida,3/16/90, signed by J. Jennings.

Attorney Sardelis committed fraud and deceit against Gotzl asking him to sign for a jury trial in which it turned out to be something else on January 12, 1989 as a stipulation of settlement which was never ordered or read to Gotzl or Dr. King.*

CAThis case implies that the bruden of proof that Attorney Sardelis had not clear and unequivocal authority to settle this claim. Many cases cited under federal rule.

*(See Subpoena on page)

CONCLUSION

A Jury trial should be maintained, which I paid $1750.00 towards that goal that was our understanding since the beginning of this case. The Jury Trial comes under the Bill of Rights, Amendment Seven. I accuse my daughter, under the Sixth Amendment, who did not show up for the hearing on October 2, 1990, in which she was subpoenaed to appear.

My late wife's two letters which stated that all assets and properties in her name and our daughter's name belongs to my husband Joseph A. Gotzl.

Dr. John Bauer's affadavit makes the same statement as my late wife, Gladys B. Gotzl.

The Stipulation was signed by my daughter on December 27, 1988, and she was not even present.

The Stipulation I received on January 12, 1989 was not signed by all parties.

On January 23, 1989 I wrote and told Attorney Sardelis "I no longer need your services. You had done me more harm by working with another attorney, instead of working for my interest in family trust, as you promised. I would have been better off without an attorney in this case left alone. My daughter (Diane) would have come home in time instead of losing her. When I needed your protection, you did not take care of my interest as your client. Please return all records, including copies and property tax papers.

Constitutional Laws stated in Ammendment 6 and 7.

Conspiracy to defraud by Attorney Nicholas Sardelis and Attorney William M. Park by preventing Gotzl from getting a jury trial. The interests were for their financial gain from the assets which Diane L. Cantrell, instead of for Gotzl's justice. Does the court condone this type of practice?

I am suing my daughter, Diane L. Cantrell (Gotzl) for my assets and properties in a family agreement trust in which she refused to return to me.

My late wife, Gladys B. Gotzl wrote two letters and Dr. John M. Bauer's Affidavit makes the same facts as my wife's. My late wife, Gladys B. Gotzl, stated that all assets and properties that are in my name and our daughter's name (Diane L. Gotzl) belonged to my husband, Joseph a. Gotzl. Diane refused to return what belonged to me, her father. My wife handled all financial matters since we were married. We were able to take care of any problem that came up. I, Joseph A. Gotzl, approximately around the year of 1975. I turned my assets and properties that was in both names to my wife Gladys B. Gotzl. Due to the facts that I had a right shoulder lesion which I thought I was going to die. If this lesion was arrested then all assets and properties would revert back to the

original form. The arrested module can be felt today. My daughter Diane L. Cantrell (Gotzl) knew of the family trust agreement.

I retained Attorney Nicholas P. Sardelis in May, 1988 and paid him $1,750 towards a Jury Trial which I have demanded before and after he accepted this case for a Jury Trial.

In May and on December 22, 1988, Attorney Sardelis read to Gotzl and Dr. Weil S. King in his office: COMPLAINT TO IMPRESS A CONSTRUCTIVE TRUST AND COMPLAINT FOR INJUCTIVE RELIEF - For a Jury Trial and Signed by Sardelis

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

JOSEPH A. GOTZL.

Plaintiff,

v.

DIANE L. GOTZL,

Defendant

COMPLAINT TO IMPRESS A CONSTRUCTIVE TRUST AND COMPLAINT FOR INJUNCTIVE RELIEF

The Plaintiff, JOSEPH A. GOTZL, by and through

his undersigned attorney, sues the Defendant, DIANE L. GOTZL, and states as follows:

1. The Plaintiff, JOSEPH A. GOTZL, at all times material hereto is a resident of Hillsborough County, Florida.

2. The Defendant, DIANE L. GOTZL, at all times material hereto to the best information and belief of Plaintiff is a resident of Hillsborough County, Florida.

3. The Plaintiff is a retired Naturpathic physician and prior to the institution of these proceedings and the underlying events heading up to these proceedings, was at all times material hereto the owner of various assets including certain parcels of real property with the improvements located there on, and other various assets, including but not limited to, certain bank accounts more particularly described hereinafter.

4. The Plaintiff fearing the potential of the possibility of lawsuits related to his status

as a physician deemed it prudent and wise that he transfer various assets to his wife, GLADYS B. GOTZL, who is now deceased, and to his wife and/or his daughter, DIANE L. GOTZL, the Defendant herein so that said assets might be in safekeeping.

5. This is an action to impose a constructive trust for the benefit of the Plaintiff herein.

6. The Plaintiff restates and re alleges each and every allegation contained in paragraph 1 through 4 above.

7. The Defendant, DIANE L. GOTZL, is Plaintiff's daughter, and at all times prior to and at the time of delivery of the various deeds hereinafter mentioned and those certain bank accounts hereinafter mentioned, the most confidential relations existed between Plaintiff and Defendant, and Plaintiff had reposed great trust and confidence in the Defendant and had relied heavily on Defendant's sense of integrity, honesty and her implied sense of family obligations flowing to her father. At all

such times, Plaintiff believed that Defendant would deal fairly, honestly and justly with him, and that the Defendant would never abuse their confidential relationship.

8. On the 1st day of May, 1988, and for many years thereafter, Plaintiff was the owner of certain real property situated in Lutz, County of Hillsborough, State of Florida, which property is the primary residence and business office of the Plaintiff and his former wife, said real property being more particularly described in Exhibit "a" attached hereto.

9. In addition to the above described real property, the Plaintiff was also the owner of record of additional real property located in Hillsborough County and Manatee County, Florida, being particularly described in Exhibits "B" and "C" attached hereto.

10. At the time that the Plaintiff delivered the deed to the Defendant, Plaintiff stated to Defendant that it was expressly understood that she was the owner of record in name only of the

properties herein earlier described and it was expressly understood between the Plaintiff and the Defendant that at some future point in time, she was to reconvey any and all real property acquired by the Plaintiff heretofore and that said property would be reconveyed to him at a future date and time.

11. The consideration mentioned in the deed was not the true consideration for the conveyance of the property to Defendant, and in fact, was never paid by Defendant to Plaintiff.

12. The true and only consideration for the delivery of the deed to Defendant was the trust and confidence which Plaintiff reposed in her, and Plaintiff's belief that Defendant would comply with his request. Plaintiff would not have delivered the deed to Defendant if he had not believed or if he had not reposed great trust and confidence in the Defendant.

13. The Plaintiff, over the course of his lifetime had established various savings accounts and certificates of deposit at the fi-

nancial institutions described in Exhibit "D" attached hereto. Said accounts, at all times material hereto, were established and funded by Plaintiff and were, at various points in time, conveyed from his name and his former wife's name to his daughter's name, the Defendant herein, solely and only for the purposes of avoiding liability attributed to his status as a physician, and at the time of said conveyance, Plaintiff's daughter knew that her status was that solely and only of a trustee for the benefit of her father.

WHEREFORE, the Plaintiff demands the following relief:

A. The real property described hereinabove be reconveyed to Plaintiff.

B. A determination that any and all accounts of record are the property of Plaintiff.

C. A judgement requiring Defendant to reconvey said real property and personal property to Plaintiff.

D. For such other and further relief as the

Court may deem just and proper.

14. This is an action for temporary and permanent injunctive relief against the Defendant, DIANE L. GOTZL.

15. Plaintiff restates and re alleges each and every allegation contained in paragraphs 1 through 4, inclusive.

16. Plaintiff will suffer irreparable harm and damage if the Defendant, DIANE L. GOTZL, is not prohibited from transferring any real property heretofore described in Count I along with Plaintiff's savings accounts which Plaintiff contends that he is the true owner of said assets.

17. Plaintiff has no adequate remedy at law during the pendency of these proceedings if the Defendant herein is not precluded and prohibited from transferring any assets earlier described herein.

WHEREFORE, Plaintiff prays that this Honorable Court will:

A. Grant a temporary and permanent injunction

enjoining the Defendant, DIANE L. GOTZL, from taking any action, and further to temporarily and permanently enjoin her from in any way conveying any interest in the subject property to any third parties or to any individual or entity, except Plaintiff.

B. The Plaintiff further prays that the Court will temporarily and permanently enjoin the Defendant, DIANE L. GOTZL, from taking any action as it pertains to those accounts of record described earlier herein, plus costs of this action.

C. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

The Plaintiff hereby demands trial by jury in all issues so triable.

JOSEPH A. GOTZL

SWORN TO AND SUBSCRIBED before me this 31 day of May, 1988.

NOTARY PUBLIC

My Commission expires:

SARDELIS & FETTERMAN, CHARTERED

1858-B Ringling Boulevard

P.O. Box 49221

Sarasota, FL 34230

(813) 952-1661

By:

Nicholas P. Sardelis

Signed by Sardelis.

PROPERTY

Property Location: 16528 North Florida Avenue

Building and Lot Size: 150 X 210

Lot: 107 Lake Drive

Lot Size: 80 X 125

Hillsborough County

BANK ACCOUNTS

As of September of 1987.

1. FORTUNE FEDERAL SAVINGS AND LOAN

Account No: 3173431

3173430

015 3173446

015 3173468

2. CENTERBANC SAVINGS

Account No: 7 76 016188-4

7-76 039429-5

3. FLORIDA FEDERAL SAVINGS

Account No: 10-1502559

4000150005331

40000150006588

10-1502253

6100101502253

6100101502559

10-1502559

4. MERITOR SAVINGS

Account no: 02-90546244

CD0090530685

01-162230

On December 27, 1988, at the Hillsborough County Court, Tampa, Florida, I, (Gotzl) was asked by Attorney Sardelis to sign this paper for a Jury Trial in which was read to (Gotzl

and Dr. King on December 22, 1988.) What was read: COMPLAINT TO IMPRESS A CONSTRUCTIVE TRUST AND COMPLAINT FOR INJUNCTIVE RELIEF for a Jury Trial and signed by Sardelis. The paper that I was told to sign for a jury trial was covered over by Sardelis and another party which was later proved to be Attorney William M. Park, my daughter's attorney. There was no Judge present, no oath taken, no identification was asked and no notary was present. My daughter was not present at this hearing. We left the court empty handed with the understanding for a jury trial.

On January 12, 1989, I received by mail, a Stipulation of Settlement from Attorney Nicholas P. Sardelis, which had no names or signature. What I signed on December 27, 1988, I was told by Sardelis, it was for a Jury Trial and not for a Stipulation of Settlement which was never mentioned to Dr. Gotzl or Dr. King. How did my daughter sign and notarize this paper in January since she wasn't present on December 27, 1988 at this inquest.

THE STIPULATION OF SETTLEMENT STATES: CASE NO: 88-10215 Division F.Bar # 183116, 18310, Received January

12, 1989, no names given and not signed.

This Agreement is by and between JOSEPH A. GOTZL, Plaintiff in the above-styled case, hereinafter referred to as "Plaintiff," and DIANE L. GOTZL, Defendant in the above-styled case, hereinafter referred to as "Defendant";

WITNESSETH:

WHEREAS, the Plaintiff instituted the above-titled action against Defendant; and

WHEREAS, the Defendant filed a counter suit against Plaintiff; and

WHEREAS, the parties desire to settle all claims that have arisen; and

WHEREAS, the parties intend that the full terms and conditions of the settlement to be set forth in this Stipulation of Settlement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth above, the parties agree as follows:

1. Plaintiff agrees to abandon all claims against bank accounts, certificates of deposit,

or other fund held by Defendant in her name.

2. Plaintiff agrees to abandon any claim to title of any other property owned by and titled to Defendant, including that real estate located in Lutz, Florida, where Plaintiff presently resides. Said properties are set forth and described in Plaintiff's Complaint and Noticed of Lis Pendens filed in this case and are found in Exhibits A and B attached to this Stipulation of Settlement.

3. The parties acknowledge that they are tenants in common owners of real property located in Manatee County legally described in Exhibit A, which is attached and made a part of this Stipulation.

4. Plaintiff agrees to cease and desist from all present and future efforts to contact or communicate with Defendant in any manner, directly or indirectly, through the University of South Florida Medical School, her present or future places of employment, the Department of Professional Regulation, any banks, or in any

other way whatsoever. In the event of an emergency only, Defendant authorizes Plaintiff to communicate through her attorneys, Park and Park, Attorneys at Law.

5. Plaintiff acknowledges that he has in his possession a piano, books and other personal items belonging to Defendant, and he agrees that Defendant may retrieve these items of personal property at a future time to be arranged by her attorneys or by direct contact by the Defendant, at her option.

6. Defendant agrees to permit Plaintiff to reside in the former family home located at 105 Lake Drive West, Lutz, Florida 33549, referred to in paragraph #2 above, so long as he desires or until his death.

7. In consideration of this agreement, Plaintiff agrees to repair and maintain the property referred to in paragraph #6 above at his own expense, to pay any real estate taxes, and not to commit waste.

8. Plaintiff further agrees that any violation

by him of any of the terms or conditions contained herein, including communicating and interfering with Defendant, directly or indirectly, railing repair the property, to pay property taxes or committing waste shall be considered a breach of this Stipulation and Defendant shall be freed from her agreement to permit Plaintiff to live in the former family house, and may then take legal action required to evict him from the property.

9. The parties mutually agree to enter jointly into a listing agreement with a reputable real estate broker familiar with and dealing in commercial property in Manatee County for the sale of the parties' commonly owned property referred to in paragraph #3 above. Upon the sale of the property, the parties agree to cooperate in the execution of all documents necessary to close the sale and to share the proceeds of the sale equally. All transactions required of Defendant will be handled through the office of Park and Park, Attorneys at Law. The closing

agent will be instructed to issue separate checks to Plaintiff and to Defendant for their equal shares of the net proceeds of the sale.

10. The parties agree that this Stipulation will be incorporated into a Final Judgement.

JOSEPH A. GOTZL
Plaintiff

DIANE L. GOTZL
Defendant

NICHOLAS P. SARDELIS, ESQ.
Sardelis & Fetterman
1858-B Ringling Boulevard
P.O. Box 49221
Sarasota, Florida 34230
Attorney of Plaintiff

AMELIA M. PARK, ESQ.
WILLIAM M. PARK, ESQ
8001 N. Dale Mabry Highway
Building 601, Suite B
Tampa, Florida 33614
Attorney for Defendant

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me personally appeared JOSEPH A. GOTZL to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of October, 1988. This is not true. False statement.

_____

Notary Public

State of Florida

My commission expires

This paper dated October 1988, was not read to Dr. King or Dr.Gotzl and a conspiracy was formed before signing for ajury trial on December 27, 1988

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

_____

Before me personally appeared DIANE L. GOTZL to me well known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of October, 1988.

_____

Notary Public

State of Florida

My commission expires:

This paper which I signed was told to me by Sardelis for a jury trial on December 27, 1988. Please note that on October 19, 1988, there appears to a conspiracy formed. How do you get this paper notarized when no notaries are present to take an oath or i.d.. before notarizing? According to law you have to ask for the i.d. even if you know the person. I would never agree to this judgement. I paid $1,750.00 of a $4,000.00 fee, for a Jury Trial. Dr. King and Gotzl did not know anything of this judgement. (See affadavit from Dr. King.) Attorney Sardelis had no authority to

settle this claim. I could have given my property away without an attorney. This is a conspiracy to Defraud Gotzl from his Jury Trial for the attorney's involved to promote their own case for their financial gain. My Constitutional right for a jury trial has been violated.

1. Dr. Weil S. King's affidavit states the facts that Attorney Sardelis had no authority to settle this claim. Gotzl was looking for a Jury Trial was promised. See affidavit.

2. My letter (Gotzl) to Sardelis on January 23, 1989, states:

Dear Sardelis:

According to your letter dated January 14, 1989, I no longer need your services. You had done me more harm by working with another attorney, instead of working for my interest in family trust, as you promised. I would have been better off without an attorney in this case left alone. My daughter (Diane) would have come home in time instead of loosing her.

When I needed your protection, you did not take care of my interest as your client.

PLEASE RETURN ALL OF MY RECORDS, INCLUDING COPIES AND PROPERTY TAX PAPERS.

3. Sardelis' letter dated January 31, 1989 Case No. 88-10215 Div E., Hillsborough County Circuit Court states "I will consider myself and my firm discharged as your attorney in the above entitled cause of action and close our file on this matter. Please be advised that I do not have any original copies of your documents, therefore I have nothing to return to you." Signed Attorney Sardelis.

LAW SOURCES

476 So. 2d at 797-98. This case implies that the burden of proof is on the attorney tc demonstrate the fact that he had "clear and unequivocal" authority to settle the claim. Several cases decided under the analogous federal rule, Fed. R. Civ. P. 60 (b), provide additional support for such a claim. In Bradford Exchange v. Trein's Exchange, 600 F. 2d 99 (7th

Cir. 1979). The court reversed the lower court's decision. Also, Smith v. Widman Trucking & Excavating, Inc., 627 F.2d 792 (7th Cir. 1980) where consent judgement was entered without actual consent and authorization of party due to misunderstanding between his regular counsel and local trial counsel, granting of motion for relief from judgement on the basis of mistake, inadvertence, surprise of excusable neglect was no abuse of discretion; Kansas City Laborers Pension Fund v. Paramount Industries, Inc., 829 F.2d 644 (8th Cir. 1987) (error for trial court not to conduct hearing on issue of whether party's attorney had no authority or consent to settlement). Sardelis had no clear or unequivocal authority to settle this claim and motion of relief from Judgement by Attorney Ricardo A. Fernandez, on March 30, 1990; also by Gotzl on November 6, 1989. On August 1, 1990, letter from Attorney Fernandez stated "I have reviewed your file and have determined at this time our firm cannot accept your case".

Gotzl did not authorize his former attorney, Nicholas Sardelis, to compromise or settle his claim against his daughter, Diane L. Cantrell (Gotzl), the Defendant herein.

Based on the facts a motion for relief from judgement under Rule 1.540 (b), Florida Rules of Civil Procedures, based on the unauthorized settlement by Sardelis or fraud on the court resulting from the conduct of Sardelis. See Burstein v. Green, 172 So. 2d 472 (Fla. 2d DCA 1965); Nehleber v. Anzalone, 345 So.2d 822 (Fla. 4th DCA 1977)

A second indicated basis for relief from judgement under Rule 1.540(3) is conduct by Sardelis during negotiations of the settlement agreement which amounts to connivance at the expense of his own client, something Dr. Gotzl alleges in his letter of January 23, 1989. Such conduct has been held to constitute fraud on the court and would clearly support a Rule 1.540(3) motion. See, Daugharty v. Daugharty, 456 So.2d 1271 (Fla. 1st DCA 1984); Micale v. Micale,

(See Final Judgement Case 88-10215)

So.2d, 14 F.L.W. 987 (Fla. 4th DCA, April 28, 1989).

A letter from Mr. Attorney A. Park, December 17, 1989, states: It would please my wife and I if you and Diane could develop a positive father-daughter relationship. I know that is the wish of Diane herself.

A letter in response to Attorney Park's letter by Dr. Gotzl on December 21, 1989, states: This is what I have been trying to do with Diane while she was living in Temple Terrace Apartments. What I am requested from you is Diane Address and Phone numbers that we can communicate with each other.

On February 1, 1990, I subpoenaed Mr. Park into court for my daughter's address and phone number. Mr. Andrew Mahalow (witness) was with me. Judge Cheatwood said that Mr. Park does not have to give me her address, go and find your daughter and I'll hear this case. The judge said that this case is not closed to Mr. Park. Mr. Park has my Diane hide out as an outlaw.

Judge Cheatwood should make sure that I would not receive my daughter's address so we could not get on with a trial. Judge Cheatwood violated his constitutional oath of his office by not giving me my daughter's address and phone number so we could not proceed with the trial. Witnessed by Andrew Mahalow. A subpoena that was processed on March 16, 1990 to Diane L. Cantrell was interfered by Mr. Parks from being served at Orlando Regional Medical Center, 1414 Kuhl Avenue, Orlando, Florida, signed by J. Jenning, Sheriff of Orange County, Florida, dated March 23, 1990. What kind of laws do we have when a subpoena can not be served to my daughter? Witnessed by Andrew Mahalow. My daughter was subpoenaed to appear in Court on October 2, 1990. Also a subpoena to Mr. Park and his wife, Amelia Park, to be appear on October 2, also and to bring my daughter with him to court. My daughter Diane did not show up for this hearing to answer the charges made against her. Only Mr. Park, her attorney,

(See Subpoena and Affadivit by Mahalow)

showed up. Judge Cheatwood and Mr. Park came out of the judge's chamber together while Gotzl and Andrew Mahalow came through the regular hallway to the back of the hearing room. I asked where is my daughter, Diane, who was subpoenaed to this court. The judge very nervously remarked that he did not get the subpoena. This subpoena was clocked in on September 28, 1990 at 2:08 p.m. in the same court house building. There was no oath, no argument, and no notary present. The judge would not accept any vital information to the case, claiming that Mr. Mahalow and Gotzl did not know the law. Judge Cheatwood would not accept, nor the affidavits by Dr. Weil S. King and Dr. John Bauer, nor my late wife's two letters, nor the rules written on malpractice and defraud by the attorney involved.* Judge Cheatwood judged Gotzl and Mr. Mahalow against attorney William M. Park, who had no case against me (Gotzl). This case is against my daughter, Diane L. Cantrell, and not against

*See Letters and affadivit

Mr. Park. Diane never showed up to answer the charges under Amendment VI. Since she did not show up, this case should have been reversed and the judgement against me removed in order that I may get my Jury Trial, Amendment VII, which I demanded from the start of this case. Witnessed by Andrew Mahalow.* Judge Cheatwood violated my constitutional rights for a jury trial at the hearing. My rights have been violated under the Constitution. Federal Courts also denied my Constitutional Rights.

No oath in this case was taken, no notary was present, no argument. Judge Cheatwood denied me of my rights in which my daughter did not who up in court to answer the questions. This case should have been thrown out of court in which I paid for a jury trial at the beginning of this case which I did not receive. On October 4, 1990, Judge Cheatwood says the court, having reviewed the court file, heard the argu-

* See Order denying Plaintiff's Amended Motion for relief from judgement

ments of Plaintiff and Defendant's counsel, finds that Plaintiff's motion is not well founded and that it should be and is hereby DENIED. This above statement is untrue. This was a Kangaroo Court operation. Witness by Andress Mahalow and affadavit in file.

See Affadavit

A list of attorney's names that reviewed this case files and said that it is fraud and malpractice by the attorney's involved, is attached.

Allan C. Watkins, Esquire
One Tampa City Center
Tampa, Florida 33602
(813) 224-9550

Dale Swope, Esquire
7 Harbour Island Boulevard, South
Tampa, Florida
(813) 273-0017

Ricardo A. Fernandez, Esquire
501 East Kennedy
Tampa, Florida

Thomas S. Rutherford, Esquire

3706 Ehrlich Road

Tampa, Florida 33618

(813) 962-8685

Robert J. Carroll, Esquire

1875 Belcher Road, Suite 201

Clearwater, Florida 34625

(813) 962-8685

Bay Area Legal Services, Inc.

700 Twiggs Street, Suite 800

Tampa, Florida 33602

(813) 223-2525

Joel B. Fein, Esquire

111 Oakfield Drive

Brandon, Florida 33511

(813) 654-7004

Gregory F. Boyer, Esquire

2803 West Busch Blvd., Suite 103

Tampa, Florida 33618

Barry Cohen, Esquire

100 Twigg Street

Tampa, Florida

(813) 289-6444

This case went to Federal Court on October 2, 1990, and filed a claim against the court procedures that were unconstitutional. Also took the same case to the District Court of Appeal of Florida Second District in Lakeland, there again I was denied and I asked them what I was denied and was able to receive no answer. I believe that I was judged on by this court as a Naturopathic doctor in which the State of Florida legislation did not give our profession the right to have malpractice insurance nor with any other insurance company. We receive no benefits from Medicare, Medicaid, Gold Plus and Humana Care. The only thing Naturopathic Professions has to do is vote and pay taxes This profession is left side open for any uncalled situations. Is this the way a democracy works? Is this social equality for all citizens? I believe that the Second District Court charged me under the Naturopathic Profession in which the state prevented us from getting mal

FINAL JUDGEMENT

The Parties having entered into a Stipulation of Settlement and having presented such Stipulation to the Court and the Court, having reviewed the Settlement, finds it to be fair and equitable. It is therefore,

ORDERED AND ADJUDGED AS FOLLOWS:

1. The Stipulation of Settlement is incorporated into the Final Judgment and the parties are ordered to comply fully with all of the terms as fully set forth herein.

2. The Lis Penden filed in this case is discharged and is of no force or effect. The Lis Pendens so vacated was recorded in the official records of Hillsborough County, Florida in Book 5417, Pages 724 through 728 inclusive and was recorded on May 31, 1988.

3. The Court retains jurisdiction for the purpose of enforcing the terms and conditions of the Stipulation of Settlement.

DONE AND ORDERED in Chambers, at Tampa,

Hillsborough County, Florida this 4th day of April, 1989.

_____

J.C. CHEATWOOD

CIRCUIT COURT JUDGE

Copies furnished to:

Nicholas Sardelis, Esquire

Park and Park, Attorneys at Law

Joseph A. Gotzl

Diiane L. Gotzl

ORDER DENYING PLAINTIFF'S AMENDED MOTION FOR RELIEF FROM JUDGEMENT

JOSEPH A. GOTZL,
Plaintiff

vs. Case No: 88-10215

DIANE LOUISA CANTRELL (GOTZL) M.D. Div: F
Defendant

THIS CAUSE came before the Court for hearing, October 2, 1990, upon Plaintiff's AMENDED MOTION FOR RELIEF FROM JUDGEMENT. Present before the Court were the Plaintiff, Joseph A. Gotzl and counsel for Defendant, William M. Park.

The Court, having reviewed the Court file, heard the arguments of Plaintiff and Defendant's counsel, finds that Plaintiff's motion is not well founded and that it should be and is hereby DENIED.

DONE AND ORDERED in chambers at Tampa, Florida this 4 day of October 1990.

Signed by J.C. Cheatwood, Circuit Judge

Judge Cheatwood did not tell the true facts of this case. My daughter (Diane L. Cantrell) was subpoena to appear in this court on October 2nd, 1990 Diane did not show up for this hearing only her Attorney Mr. Park. At this inquest, there was No Oath taken, No Argument, and No Notary present. Judge Cheatwood and Mr. Park came out of the judge's chambers together. Judge Cheatwood would not accept vital information such as my wife's 2 letters, Dr. Bauer's affadivit, Dr. King's affadivit and applying the burden of proof on Attorney Sardelis to demonstrate the fact that he had clear and unequivocal authority to settle the claim. This case should have been reversed and thrown out of court due to the fact that my daughter, Diane L. Cantrell, did not show up to answer the charges. Witnessed by Mr. Andrew Mahalow.

Attorney Gregory F. Boyer
2803 West Busch Blvd., Suite 103
Tampa, FL 33618

Phone (813) 935-4868

What Judge J.C. Cheatwood has performed is an illegal act. On 1/9/91, receipt for $60.00, paid Mr. Boyer for consultation. Mr. Boyer did say that it is known that Judge J.C. Cheatwood would not accept any information from any citizen unless their attorney is present even when the citizen is right. This type of procedure should be stopped which is a Constituional Violation in which a citizen has the right to defend himself even if he is unable to secuire council. Mr. Boyer stated to Gotzl and Mahalow, "You can handle this case just as good as I can".

See Affadavit

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY GENERAL CIVIL DIVISION.

JOSEPH A. GOTZL

Plaintiff — Case No. 88-10215

V.

DIANE L. GOTZL — Division "F"

Defendant — Bar Number: 183116
183120

STIPULATION OF SETTLEMENT MOTION FOR RELIEF FROM JUDGEMENT.

On February 22, 1989, Dr. Gotzl prepared and signed written statement indicating that document he signed (which is, I assume, the Stipulation of Settlement) was not the Document that was read to him on December 22, 1988. A Final judgement was entered in the Action on April 4, 1989 incorporating the Stipulation and ordering the parties to fully comply with the terms contained therein.

Letter January 31, 1989 Nicholis P. Sardelis -

discharged as attorney in this case and the close his file on this matter.

Dr. Gotzl did not agree, among other things, to abandon all claims to title of the properties and banking accounts which was subject of the Plaintiff Suit.

Action is to file a motion for relief from judgement under Rule 1.540 (b), Florida Rules of Civil Procedure, based on the Unauthorized Settlement by Sardelis or fraud on the court resulting from the conduct of Sardelis.

A claim by Dr. Gotzl that he did not give Sardelis is clear and unequivical authority to compromise or settle his cause of action or settle his claim according to the terms of the final Stipulation of Settlement, actually adopted by the court would not be without problem. Generally, it would have to be based on the established rule that an unauthorized compromise, executed by an attorney, is of no effect and may be repudiated or ignored and be

treated as an effect as a nullity by the client unless he has subsequently ratified the compromise. Bursten V Green, 172 So. 2nd 472 (Fla. 2d DCa 1965): Nehleber V. Anzalone, 345 So. 2d 822 (Fla. 4 th DCA 1977) unauthorized settlement and release negotiated with defendant's insurer did not bar plaintiff from proceeding to trial and judgement); Cross-Aero Corp. V. Cross-Aero Ser. Corp., So. 2 d 249 (Fla. 3d DCa 1976) (order compelling settlement reversed where plaintiff counsel did not have his clients' authority to settle). The court in Bursten stated the rule as follows.

Dated November 6, 1989 Submitted by

Joseph A. Gotzl
16528 N. Florida Ave.
Lutz, FL 33549
Phone (813) 949-4982

IN THE SECOND DISTRICT COURT OF APPEAL

NOTICE OF ORAL ARGUMENT

CASE NO. 90-03038

JOSEPH A. GOTZL.

Appellant (s)

v.

DIEAN L. CANTRELL (GOTZL),

CASE NO. 90-03038

Appellee (s).

COUNSEL FOR APPELLANT:	COUNSEL FOR APPELLEE
Joseph A. Gotzl	William M. Park, Esq.
16528 N. Florida Ave	11311 N. Armenia Ave.
Lutz. FL 33549	Tampa, Fl 33612

The above-styled appeal has been scheduled for oral argument in TAMPA, on SEPTEMBER 4, 1991, as the FOURTH CASE in the FIRST SESSION. Counsel or parties are to be present in the courtroom at SUITE 600, 801 TWIGGS STREET, at 9:30 A.M.

ANY MOTIONS FOR CONTINUANCE BASED UPON PREEXISTING COMMITMENT SHOULD BE FILED IMMEDIATELY, AND SHOULD CITE THAT SUCH COMMITMENT PREEXISTED THE RECEIPT OF THIS NOTICE, AND SHOULD RECITE CONSULTATION WITH OPPOSING

COUNSEL OR PARTY.

WILLIAM A. HADDAD, CLERK DISTRICT COURT OF APPEAL SECOND DISTRICT

I was judged not according to the case involved. I was judged as a naturepathic doctor in which the naturepathic profession in the state of Florida is prevented from receiving malpractice insurance by the state. This leaves this profession wide open for any abnormal procedures. Only this profession in the State of Florida can pay taxes and vote and receive no other benefits from Medicare, Medicaid.

IN THE SECOND DISTRICT COURT OF APPEAL,

LAKELAND, FLORIDA

SEPTEMBER 30, 1991

JOSEPH A. GOTZL

Appellant (s),

V. Case No. 90-03038

Diane 1. Cantrell

(Gotzl),

Appellee (s)

BY ORDER OF THE COURT

Appellant, pro se, having filed a document which this court treated as a motion for rehearing in the above-styled case, upon consideration, it is

ORDERED that the motion for rehearing is hereby denied.

I HEREBY CERTIFY THE FOREGOING IS A TRUE COPY OF THE ORIGINAL COURT ORDER.

Signed by WILLIAM. A. HADDAD, CLERK

c: Joseph A. Gotzl

William M. Park, Esq.

Richard Ake, Clerk

/PM

I revoke the decision of the Second District Court of Lakeland, Florida, to be reinstated in the Supereme Court. And the Supereme Court denied me a second hearing.

SUPREME COURT OF FLORIDA

TUESDAY, JANUARY 14, 1992

JOSEPH A. GOTZL

Appellant,

v. CASE NO. 78,846

DIANE L. CANTRELL (GOTZL),

Appellee. District Court of Appeal

2d District - NO. 90-03038

Appellant's Motion for Reinstatement filed in the above cause is hereby denied.

OVERTON, Acting C.J., MCDONALD, GRIMES, KOGAN AND HARDING, JJ., concur

cc: Hon. William A. Haddad, Clerk

Hon. Richard L. Ake, Clerk

Hon. J.C. Cheatwood, Judge

Mr. Joseph A. Gotzl

Ms. Diane L. Cantrell

Note: Being a naturepathic doctor, the State of Florida or any insurance company will not authorize malpractice insurance for the naturepathic profession.

All information that is in this brief was filed in Federal Court Middle District, Florida, Tampa Division. The information was not delievered in sequence and I was denied this case.

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA

TAMPA DIVISION

JOSEPH A. GOTZL,

Plaintiff

vs. CASE NO. 90-1318-CIV-T-17 (B)

DIANE L. CANTRELL (GOTZL),

Defendant.

ORDER

This cause of action is before the Court on the complaint filed on October 18, 1990, and Plaintiff's motion to appoint counsel, filed October 23, 1990.

The appointmnet of counsel for a plaintiff proceeding in forma pauperis is discretionary with the Court. The Court should not exercise its discretion unless Plaintiff has shown exceptional circumstances. Plaintiff in this cause is not proceedingin forma pauperis and, therefore, isnot entitled to appointment of counsel at the expense of the government.

The Court has reviewed the complaint filed by this pro se Plaintiff and has determined *sua sponte* that the complaint fails to allege any basis for federal jurisdiction. Diversity jurisdiction is not available to this Plaintiff, on the face of the complaint, because both Plaintiff and Defendant are citizens of the state of Florida. Plaintiff alleges no other basis for asserting Federal jurisdiction. Accordingly, it is

ORDERED that the motion for appointment of counsel be denied and the complaint in this cause of action be dismissed for failure to allege Federal jurisdiction. Plaintiff shall have up to and including December 27, 1990, in which to file an amended complaint rectifying the deficiency of the original complaint. FAILURE TO TIMELY FILE THE AMENDED COMPLAINT WILL RESULT IN THE DISMISSAL OF THIS CAUSE OF ACTION WITHOUT FURTHER NOTICE.

DONE AND ORDERED in Chambers, in Tampa, Florida, this 13th day of December, 1990.

Signed by Elizabeth A. Kovachevich, United States District Judge.

Copies to: All parties and counsel of record

On March 5, 1991, submitted to Honorable Judge Elizabeth A. Kovachevich, Motion of Appeal. This was in sequence and was denied.

August 16, 1991

David L. Edwards
Clerk, U.S. District Court
611 North Florida Avenue, Room 105
Tampa, FL 33601

RE: 91-3219 Gotzl v. Cantrell
DC DKT NO.: 90-01318 CV

The referenced case is pending before this court. Please forward to us as soon as possible the materials listed below:

A copy of the updated district court docket entries. PLEASE NOTE: THIS IS THE SECOND REQUEST FOR THE ABOVE-MENTIONED MATERIAL.

Please notify me promptly if you do not have any of these materials. Thank you for your assistance.
Sincerely signed, Miguel J. Cortez, Clerk.

Reply to: Wardell Lovelace (404) 331-3843

June 2, 1992

Miguel J. Cortez, Clerk

U.S. Court of Appeals

Eleventh Circuit

56th Forsyth St., N.W.

Atlanta, GA 30303

RE: 91-3219 Gotzl vs. Cantrell

DIST CT. NO. 90-01318 CV

To: Miguel J. Cortez, Clerk

Dear Sir:

This is to give the court notice that I do not intend to file a brief in the above-reference matter.

This case with the identical issues has been heard in Florida Circuit Court and is presently under review in the second District Court of Appeals.

I have spent an inordinate amount of money on attorney's fees in this matter, as well as time, and I do not feel that I can afford to spend further money on this matter. Therefore, I will rely on the court to make the appropriate judgement.

Signed: Diane L. Cantrell

The district court properly dismissed this complaint for lack of subject matter jurisdiction because the plaintiff has alleged no violation of the Constitution or federal statue by the named defendant in this case, his daughter. Plaintiff's complaints against the state court trial judge and others who are not parties to this case are not cognizable in this proceeding.

AFFIRMED.

Sardelis letter to Gotzl dated May 9, 1988:

Dear Dr. Gotzl:

You recently conferred with me as it relates to the statues and disposition of your property and assets which are held in a constructive trust by your daughter. You further advised me that, at the present time, there appears to be an impasse between you and your daughter as it relates to those assets now held by her for your benefit.

I advised you that I will need a $1,500.00 retainer to initiate pre-trial proceedings. This will consist of a Complaint for the return of property and the filing and recording of Notices of Lis Pendens. This retainer will also cover my correspondence to various banks putting them on notice that they are not to disburse any funds and to get a preliminary injunction against your daughter to prevent the transfer of any assets, real and personal. I

am confident that once I initiate this course of action, it perhaps will bring your daughter to her senses. On the other hand, if she persists in pursuing this course of conduct then we will have no choice but to litigate the matter in which event, I may have to charge you an additional $2,500.00 in attorney's fees. At your earliest convenience, please communicate to me your deisre in this matter and if I can be of any further service to you.

Signed by Nicholas P. Sardelis

NPS: gs

May 14, 1988 Retainer of $1500.00 was paid to Attorney Sardelis.

Signed by Sardelis

September 9, 1988 Reatiner of $250.00 was paid to Attorney Sardelis. Money Order #04-387,583,532 by Barnett Bank.

August 1st, 1987

Gladys B. Gotzl
105 Lake Drive West
Lutz, Florida 33594

To Whom It May Concern:

I am in my right mind and my writing is not exact, due to my condition.

All Properties, and Bank Account that are listed in my name and our daughter name (Diane L. Gozl) of the same address as listed above. Al the above properties and banks account below to my husband Joseph A. Gotzl of the same address as listed above.

We lived together for thirty seven years and was not separated in the later years.

Signed Gladys B. Gotzl

APPENDIX B

August 2nd, 1987

To Whom It May Concern:

All properties and Bank Accounts that are in my name, Gladys Gotzl and Diean L. Gotzl, belong to my husband, Joseph A. Gotzl.

We live together at 105 Lake Drive West, Lutz, Florida 33549. We have not been separated.

Signed Gladys B. Gotzl

APPENDIX C

March 27, 1990

To Whom It May Concern:

Re: Dr. Joseph Gotzl
16528 N. Florida Ave.
Lutz, Florida 33549

Above captioned individual is my colleague and friend of 35 years. We attended a seminar in Holywood, Florida approximately five years ago and while we were in south Florida, visited my former attorney, Mr. A.C. Abney of Miami, Florida and my former residence. The purpose of our visit was to obtain information relative to forming a revocable trust.
Mr. Abney informed me that it was advisable for me to do so but informed Dr. Gotzl, since he had explained his finances and marital situations, that there was no need for him to do so. Upon our return from Miami to Lutz, Florida, Dr. Gotzl's home, Doctor and Mrs. Gotzl and

myself discussed trusts and told her that under present circumstances of he and her daughter holding title of all physical property and bank accounts for security purposes that a trust was after his retirement

not necessarily essential for the Gotzl family. There was mutual agreement on the part of Dr. Gotzl and Mrs. Gotzl that all property and bank accounts would again be jointly owned by them ater his retirement from actie practice and then also be held in trust for their daughter in the event of death of either.

I hope that this information may substaniate his present claim for total ownership of all properties and bank accounts and to be held in trust for his daughter in the event of his death. It is a fact that by dint of his willingness and ability to practice his profession that the accumulated assets occurred.

Respectfully signed, Dr. J.M. Bauer

Notarized by Kre Jo Caler

November 26, 1989

Dr. Weil S. King

3006 53rd Street

Sarasota, Florida 34234

Ref: Joseph A. Gotzl

16528 N. Florida Ave.

Lutz, FL 33549

To Whom It May Concern:

I, Dr. Weil S. King, which accompany Joseph A. Gotzl, several times to the office of Attorney Nicholis P. Sardelis, Sarasota, Florida, and was in all conversation that took place on this suit against his daughter, Diane L. Gotzl. Reading that was read to Joseph A. Gotzl, in my presence on December 22, 1988, was not the same reading that he signed on December 27, 1988. I read the Final Stipulation of Settlement. Joseph A. Gotzl, never gave Nicholis P. Sardelis the authority to compromise his action or settle this claim. He was unauthorized to execute this Settlement. Joseph A. Gotzl was

looking forward for a jury trial that was promised.

Signed: Dr. Weil S. King.

Notarized by: Curriasian

Subscribed and Sworn to before me this 27 November 1989 State of Florida, County of Sarasota

AFFIDAVIT

Ref: Case No. 90-03038

To Whom It May Concern:

I, Andrew Mahalow, have been with Joseph A. Gotzl on two different occassions to hearing at Hillsborough County Courthouse with Judge J.C. Cheatwood.

On February 1, 1990, I, Gotzl, and Attorney Park was there. In this hearing, No Oath was taken and final words from Judge Cheatwood to Gotzl was for him to locate his daughter, Diane L. Cantrell, and have her subpoenaed for a future hearing.

Gotzl located her in Orlando, Florida, where the Sheriff's Dept. would not served a subpoena on her at the Orlando Regional Medical Center Hospital where she is in residence. A private investigator had to handle this subpoena.

Gotzl subpoenaed his daughter, Diane L. Cantrell, to be present at this hearing on October 2, 1990, where I was present and the other person present beside Judge Cheatwood was Attorney Park. Mr. Park came out with Judge Cheatwood from the

judge's office together, where we came thru the regular hallway. Gotzl asked about his daughter Diane, who was not present to answer the subpoena at this hearing. Judge Cheatwood answers that he did not get thesubpoena and made no effort to find out what has happened.

This subpoena was clocked in on September 28, 1990 at 2:08. There is no excuses that Judge Cheatwood did not get this subpoena. It's all in the same building. Judge Cheatwood judged Gotzl against Attorney Park, who had no case against him. This case is against his daughter, Diane L. Cantrell. Gotzl showed the Law Sources, his wife two letters, Dr. Weil King Affidavit, Dr. John M. Bauer Affidavit to Judge Cheatwood and he pushed thesefacts a few times and would not even consider reading or looking at them. Judge Cheatwood when said to me and Gotzl that we did not know the law.

I, Andrew Mahalow, have been with Gotzl to (5) different Attorneys and he tried to retain one. No one will handle this case as Mal-Practice and Fraud against Gotzl former Attorney Nicholis P. Sardelis in Sarasota, Florida.

Gotzl had paid to Sardelis $1750.00 of a $4000.00 fee for a Jury Trial and cannot get one. Why? Under the U.S. Constitution and the Bill of Right, a person who requested a Jury Trial is entitled to this right. So far, he has not received his request from the begninning of this suit. Signed: Andrew Mahalow 11/1/91, 302 Kit Court, Lutz, Florida 33594 (813) 949-3818

Notarized by Beverly Ware, Notary Pulic. Acknowledged before me this 1st Day of November 1991 by Andrew Mahalow.

SUBPOENA Case No. 88-10215

Joseph A. Gotzl

16528 North Florida Ave.

Lutz, Florida 33549

Plaintiff

vs.

Diane Louisa Cantrell (Gotzl) M.D.

Orlando Regional Medical Center

1414 South Kuhl Avenue

Orlando, Florida 32806-2093

Defendant

SUBPOENA FOR HEARING

The State of Florida

To: Diane Louisa Cantrell (Gotzl) M.D.

YOU ARE COMMANDED to appear before the Honorable Judge J.C. Cheatwood., Room 390, Judge of the Court at the Hillsborough County Courthouse, 419 Pierce Street, Tampa, Florida, on April 2, 1990 at 11 A.M. to testify in this action. If you fail to appear, you may be in contempt of Court.

You are subpoenaed to appear by the following attorneys and unless excused from this subpoena by

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY

JOSEPH A. GOTZL
16528 North Florida Ave. Case No. 88-10215
Lutz, Florida 33594
Plaintiff

vs.

DIANE LOUISA CANTRELL (GOTZL)
Address Unknown
Defendant

RE: Any and all records pertaining to Diane Louisa Cantrell(Gotzl) including her latest residence, phone number and in what hospital is she serving her residency as a medical student. In order that we may communicate with each other as father and daughter relationship. This is my only child.

APPENDIX H

these attorneys or the Court, you shall respond to this subpoena as directed.

Dated on March 14, 1990

Richard Ake as Clerk of the Court

By K. Menck as Deputy Clerk

Joseph A. Gotzl

16528 N. Florida Ave., Lutz, Florida 33594

(813) 949-4982.

Had to pay an additional $12.00 for another subpoena, #7696 issued in Orange County, FL on 3/16/90 at 11:00 a.m.. Case # 88-10215

Serve to: Diane Louisa Cantrell (Gotzl) M.D.

Address: 1414 S. Kuhl Ave.

Orlando, Florida 32806-2093

On 3/23/90 Policy of the hospital is to contact employee, advise them to report to personnel for service. If the employee refuses, they will not disclose work location etc. Subject refused and left attorneys names Bill Park or Amelia Park, phone #1-813-932-7389. This was an interference for the subpoena of being served. Signed by J. Jennings.

SUBPOENA FOR HEARING

THE STATE OF FLORIDA

TO: Attorney William M. Park

11311 North Armenia Ave.

Tampa, Florida 33612

YOU ARE COMMANDED to appear before the Honorable Judge J.C. Cheatwood., Room 390 Judge of the Court at the Hillsborough County Courthouse, 419 Pierce Street, Tampa, Florida, on February 1st, 1990 at 2:45 p.m. to testify in this action. If you fail to appear, you may be in contempt of Court.

You are subpoenaed to appear by the following and unless excused from this subpoena by these or the Court, you shall respond to this subpoena as directed.

DATED on February 1st, Time 2:45

RICHARD AKE, As Clerk of the Court

By_____

Debuty Clerk

(Court Seal)

Joseph A. Gotzl

16528 N. Florida Ave.

Lutz, Florida 33594

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY

Case No. 88-10215

JOSEPH A. GOTZL

16528 N. Florida Ave.

Lutz, Florida 33549

Plaintiff

vs.

Diane Louisa Cantrell (Gotzl) M.D.

5930 Pinto Lane

Orlando, Florida 32812

Defendant

SUBPOENA FOR HEARING

THE STATE OF FLORIDA:

to: Diane L. Cantrell (Gotzl)

YOU ARE COMMANDED to appear before the Honorable Judge J.C. Cheatwood Room 390, Judge of the Court at the Hillsborough County Courthouse, 419 Pierce Street, Tampa, Florida, on Otober 2nd, 1990 at 11:30 a.m. to testify in

this action. If you fail to appear, you may be in contempt of Court

You are subpoenaed to appear by the following and unless excused from this subpoena by these the Court, you shall respond to this subpoena as directed.

DATED ON August 29, 1992

RICHARD AKE

As Clerk of the Court

By Jan Wood

As Deputy Clerk

Signed by Joseph A. Gotzl

16528 N. Florida Ave.

Lutz, Florida 33549

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY

CASE NO. 88-10215

Joseph A. Gotzl

16528 N. Florida Ave.

Lutz, Florida 33549 Plaintiff

vs.

Diane Louisa Cantrell (Gotzl) M.D. Defendant

Plaintiff's amended motion for relief from judgement, under Rule 1.540 (b). Florida rules of civil procedure, based on the unauthorized settlement by Sardelis or fraud on the court resulting from conduct of Sardelis Esquire.

SUBPOENA FOR TRIAL

THE STATE OF FLORIDA:

TO: William M. Park, Esquire and Amelia M. Park, Esquire, 11311 Armenia Avenue, Tampa, Florida 33612. in c/o Defendant Diane Louisa Cantrell (Gotzl) M.D.to bring before the court for hearing.

APPENDIX J

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

NO. 91-3219
Non-Argument Calendar

D.C. Docket No. 90-CV-1318

JOSEPH A. GOTZL

Plaintiff-Appellant,

versus

DIANE L. CANTRELL,

Defendant-Appellee.

Appeal from the United States District Court
for the Middle District of Florida

November 18, 1991

Before HATCHETT, ANDERSON, and DUBINA, Circuit Judges.

PER CURIAM:

The district court properly dismissed this complaint for lack of subject matter

Amendment VI In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed;which district shall have previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have comulsory process of obtaining witnesses in his favor, and to have the assistance of counsel for his defence.

Amendment VII In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trail by jury shall be preserved, and no fact tried by a jury shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law.

Judge Cheatwood violated his sacred oath of office by violating my consitutional rights without providing me with normal court procedures.

APPENDIX L